

#### JUSTICE COMMITTEE AGENDA Government Center, Room 400

### Monday, July 3, 2006

## 5:00 p.m.

1.

2.

3.

4.

Roll C	all					
Chair	man's A	Approv	al of Minutes – Ju	ne 5, 2006		
Appea	arance	by Me	mbers of the Publ	c		
Depar	rtmenta	al Matte	ers:			
Α.	David 1)		Computers	or Information: In-Car Mobile Da Detention Facility	ta	1-10 11-12
B.	Beth (		merling, McLean 0 to be Presented f Monthly Report, General Report Other	or Information:		13
C.	Bill Ga		Director, 911 Adi to be Presented f Status Reports, I General Report Other	or Information:		14-21

D.	Amy	Davis,	, Public Defender	
	1)	<u>Item</u>	s to be Presented for Action:	
		a)	Request Approval of a Contract for Special	
			Public Defender with Christopher Gramm,	
			Attorney at Law	22-27
	2)	<u>ltem</u>	s to be Presented for Information:	
		a)	Monthly Caseload Report, May 2006	28-30
		b)	General Report	
		c)	Other	
E.	Roxa	anne C	astleman, Director, Court Services	
	1)		s to be Presented for Action:	
	• ,	a)	Request Approval to apply for a \$5,000.00	
		ω,	Grant through the Illinois Department of	
			Human Services	31-32
		b)	Request Approval of a Contract with	0.02
		~,	Livingston County for Lease of Space in the	
			McLean County Juvenile Detention	
			Center	33-38
		c)	Request Approval of a Contract with	
		-	Logan County for Lease of Space in the	
			McLean County Juvenile Detention	
			Center	39-44
	2)	<u>ltem</u>	s to be Presented for Information:	
		a)	Court Services Adult/Juvenile Division	
			Statistics, April 2006	45-46
		b)	Juvenile Detention Center –	
			McLean County Statistics, 2006	47-48
		c)	Juvenile Detention Center –	
		18	Out of County Statistics, 2006	49-50
		d)	General Report	
		e)	Other	
F.	Cind	v Bran	d, Jury Commission	
	1)	-	s to be Presented for Information:	
	-	a)	Statistics and Progress Quarterly Report	51-55
		b)	General Report	
		c)	Other	
G.	Rill ∨	'nder i	McLean County State's Attorney	
<b>O</b> .	1)		is to be Presented for Information:	
	• ,	a)	Monthly Caseload Report	56-57
		b)	Asset Forfeiture Fund Report	00 01
		c)	General Report	
		d)	Other	
		,		

- Billie Larkin, Director, Children's Advocacy Center H. Items to be Presented for Information: Monthly Statistical Report 58-59 a) CASA Report b) General Report c) d) Other I. Sandy Parker, McLean County Circuit Clerk Items to be Presented for Information: Statistical Reports, May, 2006 60-68
- 5. Other Business and Communication

b)

c)

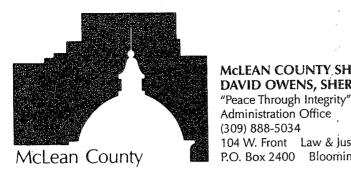
6. Recommend payment of Bills and Transfers, if any, to the County Board

General Report

Other

7. Adjournment

E:\ann\agenda\justice\j July.06



#### McLEAN COUNTY SHERIFF'S DEPARTMENT DAVID OWENS, SHERIFF

Administration Office (309) 888-5034 104 W. Front Law & Justice Center Room 105 P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051 Patrol Commander (309) 888-5166 Patrol Duty Sergeant (309) 888-5019 Jail Division (309) 888-5065 Process Division (309) 888-5040 Records Division (309) 888-5055 Domestic Crimes Division (309) 888-5860 FAX (309) 888-5072

June 23, 2006

TO:

Mr. Tari Renner, Chairman

FROM:

Sheriff David Owens

Veerus

SUBJ:

JULY 3<sup>rd</sup>, 2006 JUSTICE COMMITTEE MEETING

#### Dear Chairman Renner:

I would respectfully request that the following items be placed on the July 3<sup>rd</sup>, 2006 Justice Committee Agenda for information only:

#### **Information**

- 1) McLean County Detention Facility Population Report: (Please see attached)
- Grant for In-Car Mobile Data Computers: The McLean County Sheriff's 2) Office has completed an application form requesting funds for two (2) in-car mobile data computers offered by the Illinois Criminal Justice Information Authority. If we are awarded this grant, the ICJIA will fund 75% of the cost of two (2) replacement computers for our squad cars. This is for information only at this time. If the grant application is accepted, we will be coming back to the Justice Committee to request approval.

I will not be in attendance at this meeting. If you have any questions, please feel free to contact me.

Respectfully,

David Owens

Sheriff

DO:jc



# McLEAN COUNTY SHERIFF'S DEPARTMENT DAVID OWENS, SHERIFF

"Peace Through Integrity"
Administration Office
(309) 888-5034
104 W. Front Law & Justice Center Room 105
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051
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Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Crimes Division (309) 888-5860
FAX (309) 888-5072

June 21, 2006

Illinois Criminal Justice Information Authority 120 S. Riverside Plaza Suite 1016 Chicago, Illinois 60606

Owens

ref: In-Car Mobile Data Computers

Dear Ms. Davis,

Enclosed is the completed application request for grant funds regarding in-car mobile data computers offered by ICJIA.

If you should have questions feel free to call my office at (309) 888-5034.

Sincerely,

David Owens

Sheriff

	The Authority will complete this section
PROGRAM TITLE:	Mobile Data Computer Equipment Program
AGREEMENT NUMBER:	
PREVIOUS AGREEMENT NUMBER(S):	NA /
ESTIMATED START DATE:	
SOURCES OF PROGRAM FUNDING: FFY02 Funds: Matching Funds: Total:	\$ \$ \$
IMPLEMENTING AGENCY: ADDRESS:  IRS TAX IDENTIFICATION NUMBER (36- or 37-):	County/City/Village Administration Information McLean County Government 115 E Washington Street, PO Box 2400 Bloomington, IL. 61702-2400 376001569
OFFICIAL IN CHARGE:	Michael Sweeney
TITLE (mayor/village pres/county board chair): TELEPHONE:	County Board Chairman (309) 888-5110
CHIEF FINANCIAL OFFICER: TITLE (treasurer/finance director): TELEPHONE:	John Zeunik County Administrator (309) 888-5110
PROGRAM AGENCY:	Law Enforcement Agency Information McLean County Sheriff's Office
ADDRESS:	Law and Justice Center 104 W. Front St., Bloomington, IL 61702
PROGRAM DIRECTOR:	David Owens
TITLE (Chief/Sheriff):	Sheriff
TELEPHONE:	(309) 888-5034
FAX:	(309) 888-5072 fax
Email:	Dave.owens@mcleancountyil.gov
FISCAL CONTACT PERSON:	Tell us who can answer progress questions in this section  Derick Love
TITLE:	Chief Deputy
TELEPHONE:	(309) 888-5034
FAX:	(309) 888-5072 fax
Email:	Derick.love@mcleancountyil.gov
PROGRAM CONTACT PERSON:	Jeff Thompson
TITLE:	Deputy Sheriff
TELEPHONE:	(309) 888-5046
FAX:	(309) 888-5072
Email:	Jeff.thompson@mcleancountyil.gov

# Mobile Data Computer Equipment Program Need Analysis Law Enforcement Agency

#### McLean County Sheriff's Office

How many MDCs do you actually need? 15
Do you understand that we will fund a maximum of two units per department? Yes X No At a later date if there is funding still available we will review proposals with a higher need to determine whether additional MDCs will be funded.
Do you currently have MDCs? Yes X No If yes, how many? 15  How old are they? Three Years Old
How many law enforcement vehicles do you currently have? 30
How many patrol officers do you currently have? Full time Part time
Would new purchase be replacements? Yes X No
Why is replacement necessary?

The replacement of mobile data computers becomes necessary for several reasons.

- The McLean County Sheriffs Office squad car fleet is limited in number and cars will see duty on the street 24-hours a day. The duty cycle of the computers suffer the punishment of extended hours of use. Often the cars are traded in favor of new vehicles due to high mileage, but the computers are simply transferred and not replaced. We have tried to look at replacement of the MDC equipment after three years of duty as money allowed.
- 2. As technology moves forward the applications we wish to run from the car change and improve, however, more often than not our in-car computers lack the capability to "keep up" with the software requirements.
- 3. Upon reviewing the wireless capability here in McLean County we have been exploring the need to move onto a different wireless network system. Our current infrastructure is many years old, provides poor bandwidth for data, and will need improvements. We are proactively looking into the future and attempting to budget for high speed data. To take advantage of faster wireless capability we see the need to incorporate that into our next hardware purchase of laptop computers for the cars.

McLean County has a rich history of being one of the leading counties in Illinois providing Integrated Justice to all local law enforcement agencies. Our integrated justice software (E\*Justice) currently provides desktop access to criminal history, police incident reports, arrest, and court data. Our desire is to improve our technology in the cars, upgrade our wireless capability if feasible to move this information out to the cars. This would supplement the LEADS/NCIC and Illinois Secretary of State data we

have available to date. This would complete the 'picture' and fill in the gaps to have local offender data in the hands of our officers. Integrated justice has proven a boon to law enforcement and we are very proud of our efforts.

The following internet link provides further background surrounding those efforts.

http://www.mcleancountyil.gov/Sheriff/IntegratedJustice\_EJS.html

If not a replacement, fully explain the need for MDCs:

See above	
,	

Explain your view on how this purchase will enhance criminal history record improvement in Illinois:

The improvements of technology in our squad cars are to ensure the officer has criminal history information or officer safety information in the field. However, being able to contribute information in the field directly from the source should be the end goal.

In the Integrated Justice initiative here in McLean County we have always tried to capture the data at the source. We have found that accuracy improves and redundant data entry is eliminated. It is our hope that we can pilot the capability of pushing our integrated justice software out into the squad car to provide a real time data exchange. This exchange would include booking information (arrest data) and police incident report creation and look-up. The mobile data computer is one component of that effort. Today, we can look-up State data but adding or initiating data is limited to a wired desktop office environment.

(Fiscal limitations may limit deploying this technology to every patrol car in our fleet, but it would seem very reasonable to pilot a program.)

# Mobile Data Computer Equipment Program <u>EXHIBIT A</u>: Program Narrative Law Enforcement Agency McLean County Sheriff's Office

#### I Summary

To advance criminal history record improvement (CHRI) within Illinois, it is beneficial that each law enforcement vehicle be equipped with mobile data computers for access to criminal records while on patrol or during a stop. This will allow officers immediate discretion in handling persons encountered. Using incar mobile data computers improves criminal history records because the officer can use case and incident level data from criminal history data to link suspects and arrestees. The records will be automated, searchable and readily available to law enforcement during the arrest process. Additionally, some officers will be able to wirelessly enter incident information from the field including arrest information, improving timeliness and quality of arrest data in the criminal history records.

<u>The McLean County Sheriff's Office</u> requests grant funding for 1 or 2 mobile data computers at this time. If there is more funding available, an additional <u>13</u> units can be used effectively.

#### II Statement of Problem

Mobile Data Computers installed in law enforcement vehicles allows officers to check status of individuals without having to go to the office to lookup records. Officers will be better able to gather information to assist in locating suspects and witnesses, check vehicle status for stolen cars, for valid driver's licenses with the vehicle and occupant in their presence.

#### III Goals and Objectives

Goal 1 - Advance criminal history record improvement within Illinois.

Objective: Check status of individuals
Objective: Check status of vehicle stopped

Goal 2 - Better communication and access to criminal records while patrolling.

Objective: Aid in gathering information on suspects or witnesses.

Objective: Check valid drivers' licenses

#### IV Performance Indicators

Although it can be difficult for the law enforcement officer to keep track of, the performance indicators are the number of times, using the mobile data computer, the officer accesses criminal history records, checks status of vehicles in question or status of individuals encountered. The grantee will be required to address the goals and objectives in a 1-2 page narrative for the master file upon close of the grant

#### V Program Strategy

The mobile data computer grant program will fund the equipment necessary to have immediate accessibility to criminal history and related records while an officer is patrolling in the vehicle. In addition, some officers will be able to wirelessly enter incident information from the field including arrest information, improving timeliness and quality of arrest data in the criminal history records.

# Mobile Data Computer Equipment Program <u>Budget Narrative</u> Law Enforcement Agency <u>McLean County Sheriff's Office</u>

Round to nearest dollar

Equipment (No lease contracts, user fees or warranty/maintenance coverage)
<u>Laptop</u> (mobile data computer (MDC) to view criminal history information) 2 @ \$4,716.00 each = \$9,432.00
Modem (for MDC access to data) 1 or 2 @ each = \$ Included in the Laptop cost.
Docking station (vehicle mount) 2 @ $$977.00$ each = $$1,954.00$
<u>Antenna</u> (to reach airwaves) 2 @ \$79.00 each = \$158.00
Charge guard (allows power for 30 min. after vehicle turned off) 2 @ 2 each = \$170.00
Port replicator (to make connections more durable) 2 @ each = \$.
Necessary <u>cabling</u> and <u>connectors</u> @ \$ None required.
Contractual (if not included in cost of MDC)
None Requested
Training of officers for use of MDC @ Hourly rate of \$ x hours.
Installation of MDC(s) @ each = \$ Hourly rate of \$ x hours.
Freight @

Illinois Criminal Justice Information Authority 6/20/2006

# McLean County Sheriffs Office Bloomington, IL 61702

Exhibit B - Budget

Page 1 of 3

	Drogram Titl	Drogram Title: Mobile Data Computer Equipment Program	Eauipm	ent Program						
	Agreement #	Topic para compression								
	Agreement .									
	Mobile	Mobile Data Computer Equipment Program	ment	Program						
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		(CENTRINO), 13.3								
		TRANSMISSIVE TOUCH								
		SCREEN XGA, 256MB, 60GB,							-	
		WLAN 802.11a+b+g, WIN XP								
8		SP2, VERIZON EVDO, RUBBER								
notae I	CE-29HWI GCBM	BACKLIT, KEYBOARD, & add 512 mb RAM	7	\$ 4,716.00	\$ 9,432.00	\$ 7,074.00	74.00	\$ 2,35	2,358.00	\$ 9,432.00
Laptop	1000 TALES				₩	5		₩.	-	'
Modem					<b>+</b>	,				
Docking station	DS.CF.29.AB.HGS BOB.VF29L and the SS-CF29L	DS.CF.29.AB.HGS BOB.VF29L and the Docking Station solution (power SS-CF29L	7	\$ 977.00	\$ 1,954.00	\$ 1,46	1,465,50	\$ 48	488.50	\$ 1,954.00
Antenna	NMO-P3EUDTNC	EVDO tri-mode antenna		\$ 79.00	\$ 158,00		118.50	<u>₩</u>	39.50 \$	
Charge guard	CG-L	12-volt Charger Guard	7	\$ 85.00	\$ 170.00		127.50	7 \$	42.50 \$	170.00
Port replicator					\$	\$	1	S		1
Cabling and connectors					۱ ه	8	l I	\$		-
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Illinois Criminal Justice Information Authority 6/20/2006

McLean County Sheriffs Office Bloomington, IL 61702

Exhibit B - Budget

	Dragge Title: Mobile Data Computer Equipment Program				
	Agreement #				
Contractual			Federal	Watch	
			Amount	Comembine	Total Cost
	TO STATE OF THE PROPERTY OF TH				
Training	none				
Installation					
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9					
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federal amount by 3 to get the match required.	the match required.			e plate	
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				As an Carlo September 1	
	TOTAL CONTRACTUAL COST	<b>TUAL COST</b>	<u>-</u>	<b>9</b>	· •

Illinois Criminal Justice Information Authority 6/20/2006

McLean County Sheriffs Office Bloomington, IL 61702

Exhibit B - Budget

Page 3 of 3

	Federal Match E. Contribut: Total Cost	\$ 2,929 \$ 11,714	. <del>Ω</del>	\$ 2,929 \$ 11,714
	Federal Match Amount Contribut	\$ 8,786	ι <del>ທ</del>	\$ 8,786
		EQUIPMENT	CONTRACTUAL	TOTAL
ter Equipment Program			00	
Equip				
: Mobile Data Compu				
Program Title				

MCDF Average Population Six Month Comparison 2005/6

Average	226.35	203.74	32.11	194.23	7.09	14.83	8.60	45.50	3.05	17.86	00:00	9.81
June 2006	245.27	203.62	36.27	209.00	96.9	14.15	9.85	49.27	2.12	21.58	00.00	27.23
May 2006	223.06	211.45	29.29	193.77	7.06	16.35	8.29	38.00	1.16	15.58	00:00	2.58
April 2006	214.20	203.87	31.87	182.33	6.87	14.27	10.93	37.80	2.17	16.00	00.00	00.00
March 2006	216.81	203.03	31.03	185.74	7.52	14.35	10.90	43.94	2.65	16.97	00.00	1.58
February 2006	232.43	200.04	31.43	201.00	6.18	15.93	89.9	52.11	5.07	19.82	00.00	18.14
January 2006	226.32	200.42	32.77	193.55	7.94	13.94	4.97	51.90	5.10	17.19	00:00	9.35
Month	Daily Total	in House	Female	Male	Special Needs=Females	Special Needs=Males	Straight Sent-Females	Straight Sent-Males	Weekender/Work Release=Female	Weekender/Work Release-Male	Other Facilities Female	Other Facilities Male

tlp

MCDF-Second Quarter Population Report June 2006

Other Fac	Male	16	16	26	26	56	26	24	26	56	43	43	43	42	29	29	29	27	27	27	26	25	24	22	20	20	20						708		27.23
-																				-	-														
Other Fac	Female	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0						0		0
Work Rel/Weekend	Male	17	41	20	19	21	21	23	20	20	22	22	22	22	22	22	21	23	22	22	23	23	23	22	24	24	24						561		21.58
Work Rel/Weekend	Female	0	. 0	0	0	-	ŀ	1	1	Ļ	2	. 2	7	4	4	4	4	4	ဇာ	3	ဇ	2	. 2	2	က	3	3						55		2.12
Str. Sent	Male	42	43	46	45	45	44	46	50	20	53	52	51	55	54	54	53	53	51	20	48	48	47	49	52	50	50						1281		49.27
Str. Sent	Female	7	7	7	7	7	2	8	6	10	11	11	11	12	10	11	11	10	10	10	12	14	13	11	10	10	10						256		9.85
ec Needs Spec Needs	Male	17	14	19	15	14	25	15	13	11	14	14	15	11	14	13	13	11	11	14	6	8	13	17	15	17	16						368		14.15
Spec Needs	Female	7	7	7	7	7	8	. 7	8	8	10	5	7	8	9	9	9	5	4	10	6	8	9	5	7	8	5						181		6.96
Male		207	210	213	212	210	214	204	212	209	217	218	217	213	205	209	209	206	203	206	204	198	198	203	211	212	214						5434		209
Female		31	30	31	32	33	33	34	36	37	41	38	39	40	40	41	40	41	38	40	38	37	35	34	37	34	33						943		36.27
Z	House	211	210	208	214	201	206	203	207	202	203	208	192	190	202	202	198	208	208	200	196	193	192	199	216	219	206			,			5294		203.62
Total	Pop	238	240	244	244	243	247	238	248	246	258	256	256	253	245	250	249	247	241	246	242	235	233	237	248	246	247						6377		245.27
Date		-	2	3	4	5	9	7	8	6	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		Total	Average	Jun-06

#### Office of the Coroner McLean County MAY 2006 REPORT

Cases	MAY 2006 65	MAY 2005 74	TYTD 2006 389	LYTD 2005 375
Autopsies	5	6	31	35
Out/County Autopsies	25	25	73	131
Inquests	6	1	22	24

#### **MAY TOTAL DEPOSITS**

	BUDGET	ACTUAL
Copy Fees	\$ 6,000.00	2,367.60
Morgue Fee	28,750.00	10,085.00
Reim/Services	250.00	100.00
Paid to Facilities Mgt		4,050.00

#### DEATH INVESTIGATIONS THAT INCLUDE AUTOPSY AND FOLLOW-UP

Traffic Crash – 1

Medical/Sudden death – 2

Homicide – 1

Other (pending tox. & autopsy results and/or inquest ruling) -1

#### **OPEN DEATH INVESTIGATIONS**

Traffic Crash -1 Homicide -1 Medical/Sudden death -3

Other/Pending - 5

#### MAY, 2006

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MAY, 2006

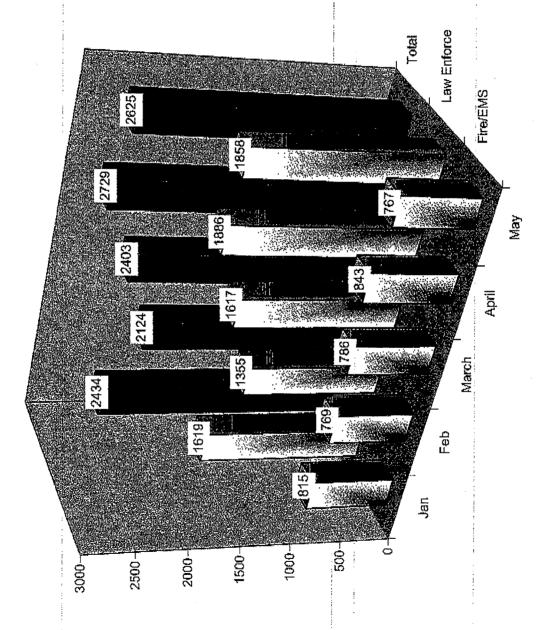
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#### **CAD** Responses

Month	Fire/EMS	Law Enforce	Total
Jan	815 :	1619	2434
Feb	769	1355	2124
March	786	1617	2403
April	843	1886	2729
May	767	1858	2625
June			0
July			0
Aug		Ì	0
Sep	į		0
Oct	!		0
Nov			0
Dec	į		0
Total	3980	8335	12315

☑Fire/EMS ☑Law Enforce ■Total

Total CAD Responses Jan. to May, 2006

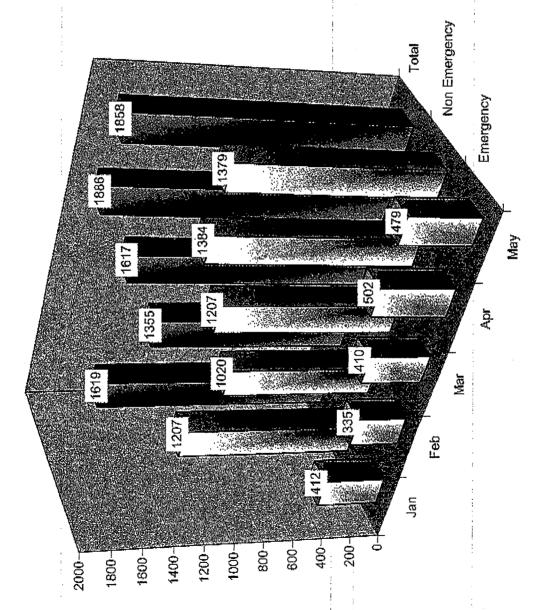


Law	Engorcement	Calls	by	Type	
The state of the s					

Month	Emergency	Non Emergency	Total
Jan	412	1207	1619
Feb	335	1020	1355
Mar	410	1207	1617
Apr	502	1384	1886
May	479	1379	1858
Jun			0
Jul	;		0
Aug			0
Sep			0
Oct			O O
Nov			0
Deç			0
Total	2138	6197	8335

☐Emergency ☑Non Emergency ■Total

Law Enforcement CAD Responses: Jan. - May 2006

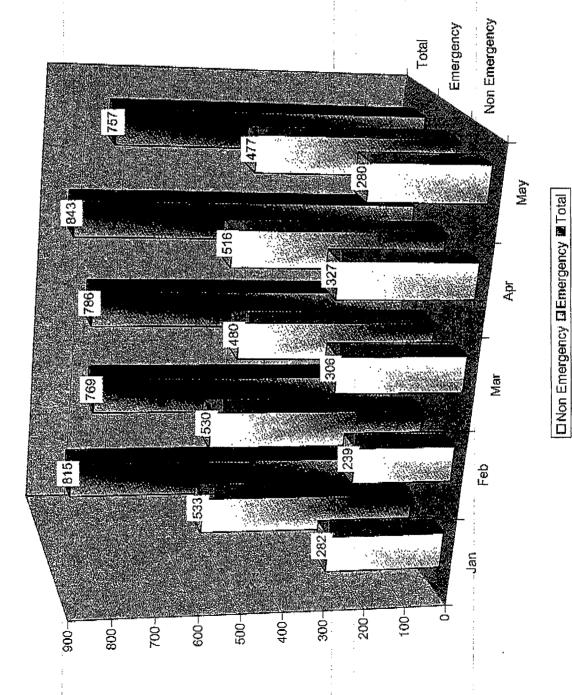


19

Fire/EMS Reponses by Type

Month	Non Emergency	Emergency	Total
Jan	282	533	815
Feb	239	530	769
Mar	306	480	786
Apr	327	516	843
May	280	477	757
Jun			0
Jul			0
Aug			O.
Sep			0 -
Oct			0
Nov			0
Dec			Ó
Total	1434	2536	3970

Fire/EMS CAD Report Jan.-May 2006



McLean County Board Justice and Public Safety Committee Bloomington, IL 61701

RE: Contract position

#### Dear Committee Members:

Attached please find a copy of a contract for a position with the Public Defender's office. Currently, one of our contract positions is being handled by two attorneys, John Wright and Amy Mobley. Attorney Wright also holds another contract position with our office. We have recently found an attorney to take this contract, therefore relieving John Wright of the contract he shares with Ms. Mobley, and relieving Ms. Mobley of her current contract with our office. Please note that this contract runs through December 31, 2006.

If you have questions, please feel free to contact me.

,

Amy Johnson Davis
Public Defender

#### **CONTRACT**

This Contract, entered into this 18<sup>th</sup> day of July, 2006 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Christopher Gramm, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under <u>Illinois Compiled Statutes</u>, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

#### NOW, THEREFORE:

- 1. Christopher Gramm is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
- 2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$2,483.88 per month.

#### The Special Public Defender agrees to:

1. Christopher Gramm shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month, except that no murder

cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed 38 cases during the contract period.

- 2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
- 3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
- 4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

#### It is further agreed by both parties:

- 1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on July 18, 2006 and terminate on December 31, 2006.
- 2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
- 3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided

by this contract.

- 4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.
- 5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
- 6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
- 7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
- 8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
- 9. This contract may not be assigned by either party without the prior written consent of the other party.
- 10. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
  - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis Office of the Public Defender 104 West Front Street, Rm 603 Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik County Administrator Law & Justice Center, Room 701 104 West Front Street Bloomington, Illinois 61702-2400

For the Attorney:

Christopher Gramm 2416 E. Washington Street, Suite C5 Bloomington, IL 61701

- 11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
- 12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
- 13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
- 14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN	WITNESS	THEREOF,	the	parties	have	affixed	their	respective	signature
on the	day of			,	•				

<b>APPR</b>	$\Omega$	/FD
ALL	U)	

•	
	Christopher Gramm
	Attorney at Law
	Amy Johnson Davis
	McLean County Public Defender
	Michael F. Sweeney, Chairman
	McLean County Board
ATTEST:	
Peggy Ann Milton, Clerk of the Cour Board of McLean County, Illinois	nty

McLean County Board Justice and Public Safety Committee Bloomington, IL 61701

Re: Monthly Caseload - MONTH ENDING May 31, 2006

Dear Committee Members:

Pursuant to statute, I am forwarding this report to your attention and I am causing a copy to be filed with the Circuit Clerk's office of McLean County.

During the above-mentioned time period, in the discharge of our duties to indigent persons in McLean County we have been assigned the following new cases in the area set forth. The activities in which we are involved differ in no substantial manner from those which have earlier been reported.

	·-····································				
CASE TYPES	MONTHLY	MONTHLY	YTD	YTD	%
•	TOTALS	TOTALS	TOTALS	TOTALS	CHANGE
	2005	2006	2005	2006	YTD
FELONIES	110	78	485	403	<17%>
MISDEMEANORS	117	106	567	431	<24%>
DUI	23	31	114	112	<2%>
TRAFFIC	40	72	262	288	9%
JUVENILE	27	16	83	93	11%
(DELINQUENT)	8	8	42	53	21%
(ABUSE/NEGLECT)	6	8	41	40	<2%>
MENTAL HEALTH CASES	3	2	19	13	<32%>
Involuntary Commitment	2	2.	13	13	No change
Medication Compliance Orders	1	0	6	. 0	<100%>
POST-CONVICTION & SVPCA CASES	1	0	. 4	2	<50%>
TOTAL	321	305	1,534	1,342	<13%>

Following are the caseload assignments to each of the full-time and contract attorneys for the reporting

month of: MONTH ENDING May 2006.

<del></del>	VIOIVIII ENDING May 2000.	<del>7</del>	<del></del>	
CASE	PUBLIC DEFENDER	NEW	YTD TOTALS	NEW
ŢYPE	ATTTORNEYS	MONTHLY		PTR/REVIEW
		TOTALS		TOTALS
F	TRACY SMITH	7	44	2
F	JAMES TUSEK	9	44	· 5
F	RONALD LEWIS	12	51	6
F	BRIAN MCELDOWNEY	9 .	47	5
F	JOHN WRIGHT-C	8	48	N/A
F	TERRY DODDS-C	8	35	N/A
F	AMY MOBLEY-C	2	10	N/A
F	CARLA HARVEY	9	45	4
M	CARLA HARVEY	33	176	8
M	KELLY STACEY	54	123	1
M	MARINNA WRIGHT	17	130	5
F	MARINNA WRIGHT	10	52	3
DUI	KELLY HARMS	31	112	11
TR	MATTHEW KOETTERS	7.1	287	9
ЛD	ART FELDMAN	8	53	0
JA	JON MCPHEE	7	32	N/A
JA	ROB KEIR	5	20	N/A
JA	ALAN NOVICK-C	1	2	N/A
PC/SVP	KEITH DAVIS-C	0	2	N/A
PVT	PRIVATE COUNSEL	28	140	N/A
W/D	WITHDRAWN	1	19	N/A

PTR= Petition to Revoke Probation

F = Felony

J = Juvenile

O = Other

P.C.=Post Conviction Remedy Cases

C= Contract Attorney (6-7 Cases per Month)

DUI= DUI

TR= Traffic

M= Misdemeanor

# July 3, 2006

TO:

Justice Committee

FROM:

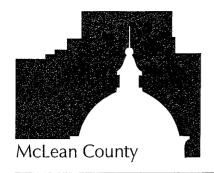
Amy Johnson Davis

RE:

Monthly Report

# MAY 2006 DISPOSITIONS

DISPOSITION	FELONY	MISDEMEANOR	TRAFFIC/DUI
PLEA / ORIGINAL OFFER	25	46	56
PLEA / LESSER	8	1	4
BENCH TRIAL / WIN	1	1 .	0
BENCH TRIAL / LOSS	0	2	2
JURY TRIAL / WIN	0	0	0
JURY TRIAL / LOSS	2	0	0
DISMISSED / UPFRONT	4	5 .	2
DISMISSED / TRIAL	3	1	1
KNOCKDOWN	1	0	0
DISMISSED PER PLEA	1	10	1
PRIVATE COUNSEL	. 14	10	4
PLEA / BLIND	5	1	0
REFILED AS FELONY	N/A	0	3
WITHDRAWN	0	1	. 0
DIRECTED VERDICT	0	0	0
P.D. DENIED/NOT RECOMMENDED	5	4	0



#### **COURT SERVICES**

Roxanne K. Castleman, Director

104 W, Front Street, P.O. Box 2400 Law & Justice Center Bloomington, IL 61702-2400

Adult Division: Juvenile Division: (309) 888-5360 (309) 888-5370 Fax (309) 888-5434 Fax (309) 888-5831 Room 103 Room 601

## Memo

Re:

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman

cc: Honorable Chief Judge Elizabeth A. Robb

Dave Goldberg

Date: June 23, 2006

Performance Based Standards Grant Application

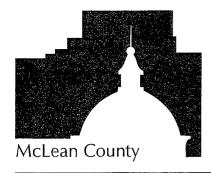
On May 16, 2006, the McLean County Board approved application for a \$5,000 grant to sustain the Performance Based Standards project at the McLean County Juvenile Detention Center. Application was made to the Illinois Criminal Justice Information Authority and our request was determined not eligible pursuant to their guidelines. We were encouraged to submit an application to the Illinois Department of Human Services/Illinois Juvenile Justice Commission. Our request meets their guidelines and the Illinois Department of Human Services/Illinois Juvenile Justice Commission is supportive of this project.

Therefore, please consider this a request for permission to apply for a \$5,000 grant through the Illinois Department of Human Services. There is no match requirement for the County.

I will be available at the upcoming Justice meeting to answer any questions you may have regarding this issue.

#### McLEAN COUNTY - GRANT INFORMATION FORM

Requesting Agency or Department:		This request is for:		
McLean County Court Services		X A New Grant  Renewal/Extension of Existing Grant		
Granting Agency: Illinois Department of Human Services/Illinois		Grant Type: Federal, CFDA #: X State	Grant Date: Start: Sept. 2006	
Juvenile Justice Commission  Grant Title: Performance Based Standards Project		Other	End: Sept. 2006	
Grant Amount: \$5,000		Grant Funding Method:  Reimbursement, Receiving Cash Advance X Pre-Funded Expected Initial Receipt Date: September 2006		
Match Amount (if applicable):  Required Match: \$ 0  Overmatch: \$ 0				
Grant Total Amount: \$ 5,000		Source of Matching Funds (if applicable): n/a		
Will it be likely to obtain this g	rant again next FY? X No		Yes X No Yes X No	
Grant Costs Information  Will personnel be supported with this grant:  Yes (complete personnel portion below)  X No		A new hire will be responsible for financial reporting:  Yes  X No		
		Description of equipment to be purchased:		
Grant Expense C Personnel Expenses Number of Employees:	Costs	n/a		
Personnel Cost Fringe Benefit Cost Total Personnel Cost	\$ 0 \$ 0 \$ 0	Description of subcontracting n/a	costs:	
Additional Expenses Subcontractors	\$ 0			
Equipment Other Total Additional Expenses GRANT TOTAL	\$ 0 \$ 5,000 \$ 5,000 \$ 5,000	Other requirements or obligations: Continuation of the Performance Based Standards Project		
Grant Total must match "G from General Grant Inform	Grant Total Amount"			
Responsible Personnel for Gra	nt Reporting and Ove	ersight: Le-2le-t	s le	
Department Head Signature		Date		
Grant Administrator/Coordinate	ator Signature (if diffe	erent) Date		
OVERSIGHT COMMITTEE APPROVAL				
		D. (		
Chairman	20	Date	Form Date: 4/21/06	



#### **COURT SERVICES**

Roxanne K. Castleman, Director

104 W. Front Street, P.O. Box 2400 Law & Justice Center

Bloomington, IL 61702-2400

Adult Division: Juvenile Division: (309) 888-5360 (309) 888-5370 Fax (309) 888-5434 Fax (309) 888-5831 Room 103 Room 601

# Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman

CC: Honorable Chief Judge Elizabeth A. Robb

Dave Goldberg

Date: June 15, 2006

RE: Juvenile Detention Bed Space Contract with Livingston County

Commencing January 1, 2006, Livingston County entered into a contract for lease of space in the McLean County Detention Center which guaranteed Livingston County 400 juvenile detention days at the rate of \$80.00 per day. Livingston County has used all 400 detention days and desires to enter into an additional 200 detention day contract. As with the previous contract the rate is \$80 and any unused detention days will be allowed to be carried over to a 2007 contract.

This contract has been reviewed and approved by the McLean County States Attorney's office.

Mr. Goldberg and I will be available at the upcoming Justice meeting to answer any questions you may have regarding this issue.

## CONTRACT FOR LEASE OF SPACE IN THE McLEAN COUNTY JUVENILE DETENTION CENTER Contract II - 2006

### I. PURPOSE

- WHEREAS, under Article VII, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and
- WHEREAS, the County of McLean is a local government exercising power under the Illinois Counties Code (55 ILCS 5/1-100, et.seq.); and
- WHEREAS, the County of Livingston is a unit of local government exercising power under the Illinois Counties Code (55 ILCS 5/1-1001, et.seq.); and
- WHEREAS, the McLean County Board and the Livingston County Board have by appropriate action, authorized this Agreement;
- WHEREAS, The McLean County Juvenile Detention Center (Center) is a short-term detention facility. The Center has bed space available in excess of its current needs. Illinois Counties are perceived to have a need for such space and are currently utilizing such space on a per diem/as available basis. The purpose of this contract is to provide a specified amount of guaranteed minimum detention days from McLean County to Livingston County.
- WHEREAS, The County of Livingston has used all of the detention days provided for in the first contract for the year 2006; and
- WHEREAS. The County of Livingston is in need of additional detention days; and

### II. PARTIES

McLean is the receiving County. Livingston is the transmitting County.

### III. TERMS

Two hundred (200) detention days\* are guaranteed by the receiving County to the transmitting County for juvenile detainees ("detainees").

The guaranteed detention days must be used within the contract year. If the transmitting county enters into a subsequent contract for 2007 year then any unused days may be added to the 2007 contract. If the transmitting county does not enter into another contract Detention days will not be accumulated and may not be used beyond the end of this contract.

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$16,000.

The transmitting County agrees to make such payment, regardless if the detention days are utilized or not.

- In the event that the receiving County is unable to accept the detainee due to overcrowding, the receiving County will reduce the obligation of payment from the transmitting County one detention day for each detention day request denied. Such credits will be reflected on the 4<sup>th</sup> quarter billing (December 31, 2006).
- \* Any part of a day shall be considered a detention day except those detainees housed more than 24 hours shall be billed for the first day of detention but not billed for the last day of detention.

### IV. BILLING

This receiving County will bill for services rendered under this Agreement on a quarterly basis. Payment from the transmitting County will be due within 30 days of receipt of the bill.

### V. DETAINEES

Only offenders under seventeen (17) years of age, adjudicated delinquent in accordance with the provisions of the <u>Illinois Compiled Statues</u>, Chapter 705, Section 405/5-3, or charged with, or under warrants, for a criminal offense as defined by a penal statute of the State of Illinois, or found guilty of direct or indirect criminal contempt may be transmitted. No minor subject to the provisions of Chapter 705, Articles II, III, or IV will be detained. Status offenders will not be accepted under any circumstances.

### VI. NOTIFICATION

- The receiving County must be notified prior to transportation of a detainee to the Center. The transmitting County will notify the Center of the transmitting County's intent to recommend detention.
- If the transmitting County's Juvenile Court Services Department calls to request that the Center hold a juvenile prior to a Court hearing, authorization for this can be made over the telephone; however, at minimum, a description of the offense or an offense report sheet must accompany the detainee to the Center.
- When a juvenile is taken into custody prior to an initial Court hearing, the transmitting County will supply the receiving County with a signed authorization form following the initial Court hearing and a Court order for detention.
- If the transmitting County requests that the juvenile be detained in the Center immediately after a Court hearing, the Court Order will accompany the detainee to the Center, along with any information available regarding the detainee's social history, psychological/psychiatric evaluations, medical history, or any other information which will assist in supervising the detainee, or providing for special medical needs.

### VII. TRANSPORTATION

The transmitting County is responsible for all transportation of the detainee to and from the Center.

### VIII. MEDICAL AND MENTAL HEALTH CARE

- The transmitting County is responsible for medical and mental health expenses incurred by detainees from the County while the detainees are being held in the Center.
- The receiving County will have a medical examination performed and will bill the transmitting County \$20.00 per examination. There shall be no charge for in-house mental health programs.
- If the detainee requires medication, it will be supplied by the receiving County and the transmitting County will be billed at the receiving County's cost, unless the medication is supplied by the detainee's family or physician.
- A consent to medical treatment signed by the parents or guardian will be required for admission of Court-ordered detainees. Parent consent forms will be provided within 36 hours on all detainees.
- In the case of a medical or mental health emergency, the receiving County will deliver the detainee to a hospital. If the detainee is admitted to the hospital, this will constitute an automatic release from the Center, as receiving County has no facilities for guarding detainees for extended periods outside of the Center. The receiving County shall immediately notify the transmitting County of the medical situation. The transmitting County shall be responsible for notifying the parents or guardian of the detainee. The transmitting County shall be responsible for the cost of the detainee's medical treatment and/or hospitalization. The receiving County will provide security at the hospital for a maximum of six (6) hours from the time that the transmitting County is notified of the detainee's admission to the hospital. After the six (6) hours, security shall be provided by the transmitting County.

### IX. LIABILITY

- The transmitting County agrees to save and hold harmless from any and all liability, claims, losses, damages, cost, expenses, or attorney fees (with the exceptions of any liability imposed for willful and wanton acts or negligence on the part of the receiving County) arising out of or in any way connected with the performance of contractual duties under this Agreement.
- The receiving County agrees to indemnify the transmitting County for and against any liability resulting from negligent, willful or wanton acts or omissions of the receiving County in providing services set forth in this Agreement. The transmitting County shall waive any claims of damages or injury which it may have a right to assert against the receiving County which arises from the management, operation or maintenance of the McLean County Juvenile Detention Center as established by this Agreement, except claims for damage or injury resulting from willful or wanton conduct of an employee of the receiving County. Nothing in this Agreement is intended to modify or waive the protection of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et. seq.).

### X. SEVERABILITY

In the event any provision of this Agreement is held by any Court to be unconstitutional or in excess of the powers guaranteed by law to the parties to this Agreement, such ruling or rulings shall not void this Agreement. It shall instead be deemed to have severed such provisions from the remainder of this Agreement.

### XI. SUPERSEDES OTHER AGREEMENTS

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

### XII. ABIDE BY LAWS

In providing all services pursuant to this Agreement, the receiving County shall abide by all laws and statutes, state and federal, ordinances, rules and regulations pertaining to, or regulating the provisions of such services, including those in effect and hereafter adopted. Any violation of said laws, statutes, ordinances, rules and regulations shall constitute a material breach of the Agreement, and shall entitle the transmitting County to terminate this Agreement immediately upon written notice of termination to the receiving County.

### XIII. AMENDMENT OF AGREEMENT

Any amendments or alterations of this Agreement must be made in writing and signed by both parties.

### XIV. NOTICES

In the event that written notice must be sent pursuant to the provisions of this contract, such written

notice shall be sent to:

Roxanne Castleman Director of Court Services 104 West Front Street, Box 2400 Bloomington, Illinois 61704-2400 Michael Shaughnessy Director/Chief Probation Officer 119 ½ North Mill Street P.O. Box 405 Pontiac, Illinois 61764-0405

### XV. TERMINATION OF AGREEMENT

Any of the parties to this Agreement may withdraw from this Agreement after such party has given sixty (60) days' written notice of such intention to withdraw to the other party of this Agreement before such withdrawal becomes effective.

### XVI. INTERPRETATION OF THIS AGREEMENT

This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected and set forth herein are incorporated herein by reference.

### XVII. CONTRACT PERIOD AND RENEWAL

This Agreement shall be in effect on July 18, 2006 and shall be terminated on December 31, 2006. The renewal of this Agreement for additional twelve (12) month periods shall be subject to the mutual consent of both parties.

APPROVED:	APPROVED:
Livingston County Board Chairman	McLean County Board Chairman
Date	Date
ATTEST:	ATTEST:
Livingston County Clerk	McLean County Clerk
Date	Date



### **COURT SERVICES**

Roxanne K. Castleman, Director

104 W. Front Street, P.O. Box 2400

Law & Justice Center

Bloomington, IL 61702-2400

Adult Division: Juvenile Division: (309) 888-5360 (309) 888-5370 Fax (309) 888-5434 Fax (309) 888-5831 Room 103 Room 601

### Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman

CC: Honorable Chief Judge Elizabeth A. Robb

Dave Goldberg

Date: June 15, 2006

RE: Juvenile Detention Bed Space Contract with Logan County

Commencing January 1, 2006, Logan County entered into a contract for lease of space in the McLean County Detention Center which guaranteed Logan County 300 juvenile detention days at the rate of \$80.00 per day. In May of 2006 Logan County used all 300 beds and entered into a contract for lease for an additional 300 detention days. They have once again used all of their detention days and desire to enter into an additional 300 detention day contract. As with the previous contract the rate is \$80 and any unused detention days will be allowed to be carried over to a 2007 contract.

This contract has been reviewed and approved by the McLean County States Attorney's office.

Mr. Goldberg and I will be available at the upcoming Justice meeting to answer any questions you may have regarding this issue.

## CONTRACT FOR LEASE OF SPACE IN THE McLEAN COUNTY JUVENILE DETENTION CENTER Contract III - 2006

### I. PURPOSE

- WHEREAS, under Article VII, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and
- WHEREAS, the County of McLean is a local government exercising power under the Illinois Counties Code (55 ILCS 5/1-100, et.seq.); and
- WHEREAS, the County of Logan is a unit of local government exercising power under the Illinois Counties Code (55 ILCS 5/1-1001, et.seq.); and
- WHEREAS, the McLean County Board and the Logan County Board have by appropriate action, authorized this Agreement;
- WHEREAS, The McLean County Juvenile Detention Center (Center) is a short-term detention facility. The Center has bed space available in excess of its current needs. Illinois Counties are perceived to have a need for such space and are currently utilizing such space on a per diem/as available basis. The purpose of this contract is to provide a specified amount of guaranteed minimum detention days from McLean County to Logan County.
- WHEREAS, The County of Logan has used all of the detention days provided for in the first and second contracts for the year 2006; and
- WHEREAS. The County of Logan is in need of additional detention days; and

### II. PARTIES

McLean is the receiving County. Logan is the transmitting County.

### III. TERMS

Three hundred (300) detention days\* are guaranteed by the receiving County to the transmitting County for juvenile detainees ("detainees").

The guaranteed detention days must be used within the contract year. If the transmitting county enters into a subsequent contract for 2007 year then any unused days may be added to the 2007 contract. If the transmitting county does not enter into another contract Detention days will not be accumulated and may not be used beyond the end of this contract.

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$24,000.

The transmitting County agrees to make such payment, regardless if the detention days are utilized or not.

- In the event that the receiving County is unable to accept the detainee due to overcrowding, the receiving County will reduce the obligation of payment from the transmitting County one detention day for each detention day request denied. Such credits will be reflected on the 4<sup>th</sup> quarter billing (December 31, 2006).
- \* Any part of a day shall be considered a detention day except those detainees housed more than 24 hours shall be billed for the first day of detention but not billed for the last day of detention.

### IV. BILLING

This receiving County will bill for services rendered under this Agreement on a quarterly basis. Payment from the transmitting County will be due within 30 days of receipt of the bill.

### V. DETAINEES

Only offenders under seventeen (17) years of age, adjudicated delinquent in accordance with the provisions of the <u>Illinois Compiled Statues</u>, Chapter 705, Section 405/5-3, or charged with, or under warrants, for a criminal offense as defined by a penal statute of the State of Illinois, or found guilty of direct or indirect criminal contempt may be transmitted. No minor subject to the provisions of Chapter 705, Articles II, III, or IV will be detained. Status offenders will not be accepted under any circumstances.

### VI. NOTIFICATION

- The receiving County must be notified prior to transportation of a detainee to the Center. The transmitting County will notify the Center of the transmitting County's intent to recommend detention.
- If the transmitting County's Juvenile Court Services Department calls to request that the Center hold a juvenile prior to a Court hearing, authorization for this can be made over the telephone; however, at minimum, a description of the offense or an offense report sheet must accompany the detainee to the Center.
- When a juvenile is taken into custody prior to an initial Court hearing, the transmitting County will supply the receiving County with a signed authorization form following the initial Court hearing and a Court order for detention.
- If the transmitting County requests that the juvenile be detained in the Center immediately after a Court hearing, the Court Order will accompany the detainee to the Center, along with any information available regarding the detainee's social history, psychological/psychiatric evaluations, medical history, or any other information which will assist in supervising the detainee, or providing for special medical needs.

### VII. TRANSPORTATION

The transmitting County is responsible for all transportation of the detainee to and from the Center.

### VIII. MEDICAL AND MENTAL HEALTH CARE

- The transmitting County is responsible for medical and mental health expenses incurred by detainees from the County while the detainees are being held in the Center.
- The receiving County will have a medical examination performed and will bill the transmitting County \$20.00 per examination. There shall be no charge for in-house mental health programs.
- If the detainee requires medication, it will be supplied by the receiving County and the transmitting County will be billed at the receiving County's cost, unless the medication is supplied by the detainee's family or physician.
- A consent to medical treatment signed by the parents or guardian will be required for admission of Court-ordered detainees. Parent consent forms will be provided within 36 hours on all detainees.
- In the case of a medical or mental health emergency, the receiving County will deliver the detainee to a hospital. If the detainee is admitted to the hospital, this will constitute an automatic release from the Center, as receiving County has no facilities for guarding detainees for extended periods outside of the Center. The receiving County shall immediately notify the transmitting County of the medical situation. The transmitting County shall be responsible for notifying the parents or guardian of the detainee. The transmitting County shall be responsible for the cost of the detainee's medical treatment and/or hospitalization. The receiving County will provide security at the hospital for a maximum of six (6) hours from the time that the transmitting County is notified of the detainee's admission to the hospital. After the six (6) hours, security shall be provided by the transmitting County.

### IX. LIABILITY

- The transmitting County agrees to save and hold harmless from any and all liability, claims, losses, damages, cost, expenses, or attorney fees (with the exceptions of any liability imposed for willful and wanton acts or negligence on the part of the receiving County) arising out of or in any way connected with the performance of contractual duties under this Agreement.
- The receiving County agrees to indemnify the transmitting County for and against any liability resulting from negligent, willful or wanton acts or omissions of the receiving County in providing services set forth in this Agreement. The transmitting County shall waive any claims of damages or injury which it may have a right to assert against the receiving County which arises from the management, operation or maintenance of the McLean County Juvenile Detention Center as established by this Agreement, except claims for damage or injury resulting from willful or wanton conduct of an employee of the receiving County. Nothing in this Agreement is intended to modify or waive the protection of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et. seq.).

### X. SEVERABILITY

In the event any provision of this Agreement is held by any Court to be unconstitutional or in excess of the powers guaranteed by law to the parties to this Agreement, such ruling or rulings shall not void this Agreement. It shall instead be deemed to have severed such provisions from the remainder of this Agreement.

### XI. SUPERSEDES OTHER AGREEMENTS

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

### XII. ABIDE BY LAWS

In providing all services pursuant to this Agreement, the receiving County shall abide by all laws and statutes, state and federal, ordinances, rules and regulations pertaining to, or regulating the provisions of such services, including those in effect and hereafter adopted. Any violation of said laws, statutes, ordinances, rules and regulations shall constitute a material breach of the Agreement, and shall entitle the transmitting County to terminate this Agreement immediately upon written notice of termination to the receiving County.

### XIII. AMENDMENT OF AGREEMENT

Any amendments or alterations of this Agreement must be made in writing and signed by both parties.

### XIV. NOTICES

In the event that written notice must be sent pursuant to the provisions of this contract, such written

notice shall be sent to:

Roxanne Castleman Director of Court Services 104 West Front Street, Box 2400 Bloomington, Illinois 61704-2400 Dean Aeilts
Director of Court Services
Logan County Court House
Lincoln, Illinois 62656

### XV. TERMINATION OF AGREEMENT

Any of the parties to this Agreement may withdraw from this Agreement after such party has given sixty (60) days' written notice of such intention to withdraw to the other party of this Agreement before such withdrawal becomes effective.

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### XVII. CONTRACT PERIOD AND RENEWAL

This Agreement shall be in effect on July 18, 2006 and shall be terminated on December 31, 2006. The renewal of this Agreement for additional twelve (12) month periods shall be subject to the mutual consent of both parties.

APPROVED:	APPROVED:
Logan County Board Chairman	McLean County Board Chairman
Date ATTEST:	Date ATTEST:
Logan County Clerk	McLean County Clerk
Date	Date

### COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS

### **ADULT DIVISION**

7 Officer Supervision Unit, plus 3 Officer PSI Unit, and 1 Intake Officer

Total Caseload – 885 (923 last month)

Average caseload per officer 127 (60 AOIC recommendation – 132 last month)

Presentence Reports Completed – 36 (24 last month)

- \* Total Workload Hours Needed 1600.30 (1635.00 last month)
- \*\* Total Hours Available 1650.00
- \* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.
- \*\* The number of work hours available to the division (11officers working 150 hours each per month).

AOIC workload standards indicate an additional 0.42 adult officers are needed. (-.63 last month)

### JUVENILE DIVISION

3 ½ Officer Division

Total Caseload – 168 (158 last month) Average caseload per officer 48 (33 AOIC recommendation)

Social History Reports Completed –22 (19 last month)

- \* Total Workload Hours Needed 775.00 (711.50 last month)
- \*\* Total Hours Available 600.00
- \* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.
- \*\* The number of work hours available to the division (3.5 officers working 150 hours each per month).

AOIC workload standards indicate an additional 1.66 juvenile officers are needed. (1.24 last month)

### **EARLY INTERVENTION PROBATION (EIP)**

2 ½ Person unit with a maximum caseload of 35

Total caseload 24 Social History Reports 6

### SPECIAL PROGRAMS

### **INTENSIVE PROBATION UNIT ADULT**

2 person unit with a maximum caseload of 40

Total Caseload – 36 (38 last month)

### INTENSIVE PROBATION UNIT JUVENILE

1 ½ person unit with a maximum caseload of 15

Total Caseload – 12 (15 last month)

### DRIVING UNDER THE INFLUENCE UNIT

1 person unit with a maximum caseload of 40

Total Caseload - 61 (56 last month)

### JUVENILE INTAKE

2 person unit

Total Preliminary Conferences – 22 (10 last month)

Total Caseload Informal Probation – 26 (17 last month)

Total Intake Screen Reports (juvenile police reports received) 159 (116 last month)

### **COMMUNITY SERVICE PROGRAM**

2 person unit

Total Caseload Adult - 510 (508 last month)

Total Caseload Juvenile – 48 (48 last month)

Total Hours Completed Adult – 6112.00 (\$32,088.00 Symbolic Restitution \$5.25)

Total Hours Completed Juvenile – 105.00 (\$551.25 Symbolic Restitution \$5.25)

Total Worksites Used – 38 (38 last month)

### **DOMESTIC VIOLENCE PROGRAM**

3 person unit (2 Officers and 1 Clerk)

Total Probation Caseload – 161 (140 last month)

Total Court Supervision/Conditional Discharge Caseload -564 (580 last month)

# 2006 JUVENILE DETENTION CENTER MCLEAN COUNTY

Ages of Minors Detained	Jan	Feb	Mar	Apr	May Jun	Jul	Aug	Sep	Oct	Nov	Dec
10	0	0	0	0	0						
	0	0	0	0	0						
12	0	-	0	0	0						
13	2	4	_	4	<del></del>						
14	4	က	5	0	9						
15	7	7	5	က	2						
16	7	6	9	10	7						
Sex of Minors Detained											
Male	17	19	15	12	15						
Female	3	5	2	5	1						
Race of Minors Detained				-							
Caucasian	10	12	9	4	10						
African-American	10	11	11	11	9						
Hispanic	0	~	0	2	0						
Offenses of Which Minor was Detained											
Dispositional Detention	3	7	9	4	3						
Warrant	8	4	4	2	0						
Aggravated Battery	1	1	0	0	-						
Aggravated Battery to Elderly	0	0	0	0	-						
Aggravated Battery to a Peace Officer	0	0	0	0	_						
Aggravated Criminal Sexual Assault	0	0	1	0	0						
Criminal Damage to Property	0	1	0	0	0				`		
Domestic Battery	~	-	0	0	0			-			
DOC	0	0	0	0	_						
Obstructing Justice	0	0	0	0	_						
Possession of Explosives	0	-	0	0	0						
Possession w/Intent to Deliver Controlled											
Substance	0	0	0	0							
Reckless Discharge of Firearm	0	1	0	0	_						
Request for Apprehension	9	9	9	4	1						
Residential Burglary	-	2	0	7	5						
							_				

# 2006 JUVENILE DETENTION CENTER MCLEAN COUNTY

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Residents of Minors Detained												
Bloomington	16	12	13	14	12							
Normal	3	9	2	_	2							
Bellflower	0	0	-	0	0							
Chenoa	0	2	0	0	0							
ElPaso	0	_	0	0	0							
Leroy	0	0	0	_	_							
Lyons	0	0	0	-	0							
Pontiac	0	0	0	0	-							
Stanford	0	0	-	0	0							
Grays Lake	0	~	0	0	0							
Lexington	0	-	0	0	0							
Peoria	0	~	0	0	0							
Saybrook	~	0	0	0	0							
Average Daily Population	8.6	12.4	12	8.8	9.2							
								ſ				
Average Daily Population:YTD	8.6	10.5	11	10.5	10.2							
Number of Days in Detention	267	348	372	263	286							
Revenue:	0	0	0	0	0							

2006 JUVENILE DETENTION CENTER OUT OF COUNTY

Ages of Minors Detained	Jan	Feb	Mar	Apr	May Jun	Inc	Aug	Sep	Oct	Nov	Dec
10	0	0	0		0						
	0	0	_	0							
12	0	0									
13	0	_									
14	2	2									
15	16	80	6	7	2						
16	4	9									
							-				
Sex of Minors Detained											
Male	17	11	12	12	8						
Female	5	9	6	3	2						
Race of Minors Detained											
Caucasian	22	۷١	19	15	11						
African-American	0	0	2	0	_						
Hispanic	0			0	1						
			,								
Offenses of Which Minor was Detained											
Dispositional Detention	11	10	7	9	9						
Warrant	4	3	4		3						
Aggravated Assault of Peace Officer	0	0	0		0						
Aggravated Battery	0	1	0	0	0						,
Aggravated Battery to Peace Officer	1	0	0		0						
Armed Robbery	0	0	2		0						
Burglary	4	0	0		0						
Contempt of Court	0	1	0		0						
Court Order	0	0	1	1	0						
Criminal Trespass	1	-	0	0	0						
Delivery of a Controlled Substance	0	0	1	0	0						
Disorderly Conduct	0	0	0	1	0						
DOC	_	_	0		2						
Domestic Battery	0	0	2	0	_						
Motor Vehicle Theft	0	0	1	0	0						
Probation Violation	0	0	_		0						
Unlawful Possession w/Intent to Deliver	0	0	0	0	7						

# 2006 JUVENILE DETENTION CENTER OUT OF COUNTY

DATE:

July 3, 2006

TO:

Honorable Members of the Justice Committee,

McLean County Board

FROM:

Cindy L. Brand

Jury Coordinator

RE:

Statistics and Progress – 6 month Report

I am submitting for your information the six-month statistics of our activity.

As shown in the Comparative Jury Trial Statistics the number of jury trials held during the first half of 2006 is more than during the same period in 2005. This is an increase of 10 cases.

During the first half of 2006, 20% of the groups of jurors called in were sent home because the trial was unable to be held. This low figure is an indication of the judges' attention to finalizing jury plans before calling in jurors but also fluctuates due to the uncertain nature of trials and defendants.

During the current budgeting process the Circuit Court will be considering raising the mileage reimbursement to jurors. We have supplied pertinent information to them.

During non-jury weeks we continue to make the jury assembly room available to other departments for large meetings.

### **JURY STATISTICS FOR JUNE 2006**

JUDGES ON SCHEDULE:

BUTLER

**DOZIER** 

DRAZEWSKI **FITZGERALD** LAWRENCE REYNARD

SOUK

**TOTAL CASES: 12** 

CF 8

CM 2

DT 1

TR 1

JURIES CALLED IN: 14

SENT HOME: 2 (14%)

TRIALS WENT:

12

**ANALYSIS** 

JUDGE	CASE	RESULT
DOZIER	05 CF 1051	GUILTY-1 count
DRAZEWSKI	06 CF 219 06 CF 109 05 CF 1002	GUILTY – 2 counts GUILTY – 3 counts NOT GUILTY – 1 count
REYNARD	05 CM 1731 06 CF 351	NOT GUILTY – 1 count GUILTY – 1 Counts NOT GUILTY – 1 count
SOUK	06 CF 303	GUILTY – 7 counts
FITZGERALD.	05 CF 652 05 CF 1090	NOT GUILTY – 2 counts DIRECTED VERDICT - Dismissed
BUTLER	06 TR 7870 05 CM 1634 05 DT 654	GUILTY – 1 count NOT GUILTY – 1 count NOT GUILTY – 2 counts

TOTAL CASES YTD: 57(2006)

47(2005)

### Comparative Jury Trial Statistics Number of Trials Conducted

Month:	2006	2005	2004	2003	2002	2001
Jan:	11	7	12	13	10	11
Feb:	11	8	8	9	9	8
Mar:	5	7	7.	8	8	18
Apr:	8	8	6	3	10	6
May:	10	7	14	11	9	12
June:	12	10	12	0	8	9
July:	57	47	12	5	10	15
Aug:		4	12	6	12	9
Sept:		12	9.	7	11	11
Oct:		5	11	7	13	11
Nov:		7	5	8	10	2
Dec:		9	6	14	10	11
Totals:		91	114	91	120	123

### JUROR UTILIZATION REPORT

### YEAR ENDING 2006

Jan	Feb	Mar	Apr	May	June
13	12	6	12	14	14
2	1	1	4	4	2
11	11	5	8	10	12
15%	8%	17%	33%	29%	14%
	13 2 11	13 12 2 1 11 11	13 12 6 2 1 1 11 11 5	13 12 6 12 2 1 1 4 11 11 5 8	13     12     6     12     14       2     1     1     4     4       11     11     5     8     10

July Aug Sept Oct Nov Dec

Sets called in:

Sets sent home:

Sets to trials:

% Sent home

### 6 Month Recap

Sets called in: 71

Sets sent home 14

Sets to trial 57

Total % Sent Home 20%

# STATE OF ILLINOIS COUNTY OF MCLEAN

6/23/2006 8:11:38 AM

# JUROR PAYMENT SUMMARY REPORT

TOTAL	\$4571.75 \$634.35 \$3317.05	\$2112.40 \$3907.05 \$2789.80 \$14586.10	\$575.90 \$1947.70 \$2274.40	\$2116,85 \$4814.25 \$2932.35 \$5391.30 \$5193.75	\$517.95	\$52243.45 \$4229.25	\$1210.25
OTHER	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0:00 \$0.00 \$0.00 \$0:00	\$0.00 \$0.00	\$0.00	\$0.00
MISCELLANEOUS PAID	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00	\$0.00	\$0.00
PARKING PAID	\$0.00 \$0.00	\$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00	\$0.00	\$0.00
MILEAGE	\$1361.75 \$194.35 \$1077.05	\$582.40 \$1337.05 \$969.80	\$185.00 \$187.70 \$764.40	\$746.85 \$1524.25 \$1052.35 \$1691.30 \$1673.75	\$157.95 <b>\$18942.95</b>	\$17233.45 \$1329.25	\$380.25
PER DIEM PAID	\$32/10:00: \$440.00 \$2240:00	\$1530.00 \$2570:00 \$1820.00	\$390.00 \$390.00 \$1260.00	\$1370,00 \$3290.00 \$1880,00 \$3700.00	\$360.00 \$38740.00	\$35010.00	\$830.00
JURORS	175 30 148	26 105 143	32 100 100	38 151 123 156 105	36 <b>1803</b>	1677	62
JURORS	260 34 220	34 240 240		34 250 220 260 250	120 3241	3105 !-Petit \$31.15 68	68 c Coroner \$19.52
APPEARANCE DATE	Jan 09; 2006 Jan 12, 2006 Jan 17, 2006	Feb 01, 2006 Feb 06, 2006 Feb 14, 2006	Mar 13, 2006 Mar 13, 2006 Mar 20, 2006	Apr 05, 2006 Apr 10, 2006 Apr 17, 2006 May 08, 2006 May 15, 2006	May 22, 2006	3105 AVERAGE COST PER JUROR - Petit \$31.15 L Grand 68	AVERAGE COST PER JUROR - Grand \$66.08 L Coroner AVERAGE COST PER JUROR - Coroner \$19.5
SUB-PANEL	JAB Petit JAZ Coroner JAC Petit	FBG Grand FBA Petit FBB Petit	MRZ MRB MRC	APG Grand APB Petit APC Petit MYB Petit	MYD Petit TOTAL	TOTAL Petit AVERAGE ( TOTAL Grand	AVERAGE ( TOTAL Coroner AVERAGE (

# June 25, 2006

# McLean County State's Attorney's Office 2006 Case Load Report

2005 2006 Total Projected 2005 YTD 2006 YTD Nov. Dec. Jan. Feb. Mar. April May June July Aug. Sept. Oct.

669 508

684 496 188 301

355 191

# CHILD SUPPORT

: () () ()												
Paternity cases filed	9	10	2	14	28	25			85	29	167	176
Paternity cases established	2	4	-	8	7	12			34	27	62	7.1
Paternities excluded	0	0	4	<del></del>	<del></del>	9			12	6	16	25
Support Orders entered	124	22	154	165	188	96			782	417	886	1622
Modification proceedings filed	14	10	16	18	20	17			92		233	197
Modification proceedings adjudicated	3	6	2	2	5	18			39		110	81
Enforcement actions filed	21	105	53	33	193	33			 438	336	222	806
Enforcement actions adjudicated	7.1	84	92	139	193	138			717	524	1118	1487
Hearings set before Hearing Officer	51	37	88	87	20	141			474	390	845	983
Orders prepared by Hearing Officer	40	34	81	87	61	130			433	337	733	868
										1		

2006 Projected = (2006 YTD/Day of Year) x 365 Days

**DUI Traffic** 

Traffic

37,809 36,873

18,231 | 15,201 | 32,522

17,780 | 14,761 | 31,661

861

440

451

151

201

142 146

97

14

27

Juvenile Delinquency

**Traffic Totals** 

Juvenile Abuse

3,272

2,503 2,655 3,371 2,749 3,681 2,421 | 2,573 | 3,294 | 2,684 | 3,599 |

### **ASSET FORFEITURE FUND**

### STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE

### June 25, 2006

### STATE'S ATTORNEY:

.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
	Beginning Balance 01/01/2006 (Reflects \$80,000 transfer to General Fund 12/31/02) (Reflects \$30,000 transfer to General Fund 12/31/03)	\$	-44,342.04
	Revenue		11,977.69
	Total Funds Available	\$ _	-32,364.35
	Expenditures	•	2,940.14
	Fund Balance 06/25/06	\$	-35,304.49
SHERIFF	: Beginning Balance 01/01/2006	\$	50,143.95
	Revenue		5,239.58
	Total Funds Available	\$	55,383.53
	Expenditures	Ψ.	17,298.63
	Fund Balance 06/25/06	\$	38,084.90

TOTAL FUND BALANCE

June 25, 2006

\$ 2,780.41

# McLean County Children's Advocacy Center Monthly Statistics May, 2006

	2005 INTERVIEWS VIC/OTHER/TOT	1ST. INTERVIEW 2006 MONTH/YTD	JUV.SUSPECT INTERVIEW 2006	SIB/WITNESS INTERVIEW 2006	2ND INTERVIEW 2006	OUT OF COUNTY INTERVIEW 2006	TOTAL MONTHLY INTERVIEWS	YTD TOTALS
JANUARY	19/6/25	14/14		2	0	0		20
FEBRUARY	5/12/17	20/34	5		0	П	28	48
MARCH	19/8/27	24/58			0	2	28	92
APRIL	17/3/20	99/8	0	4	0	0	12 ·	88
MAY	8/4/12	16/82	2	8	1	3	30	118
JUNE	17/7/24							
JULY	17/8/25							
August	13/7/20					_		
SEPTEMBER	10/5/15							
OCTOBER	10/1/11							
NOVEMBER	9/2/11	·						
DECEMBER	3/1/4							
YEAR TO DATE TOTALS	147/	82	9	23		9	118	118

# McLean County CASA Monthly Statistics FY06

Court	Attended	15	14	6	14	20			j			2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	A CONTRACTOR OF THE CONTRACTOR	72
8			<b>CO</b>	9	8	17								46
Reported CASAS Reports	Trained	in progress	in progress	13	0	0								9 60 2343.75 13 49 72
Reported CASA	Volunteer Hours	312.5	344.35	899.1	341.85	445.95								2343.75
Total Number of	Assigned CASAs	99	64	සු	09	57				·				60
Total  Total  CASAS  Number of	Assigned	7	5	H	2	0								09 6
Total Children	Served	121	127	128	121	117							} }	
Colldren Awating	CASA Assignment	6	8	8	ф	လ								6
Child Cases	Closed	7	2	7	8	ъ								17
New Child Cases Awating T	Cases Assigned	2	<b>3</b> -	2	£	0								i
<b>1</b>	火 火	January	February	March	April	May	June	July	August	September	October	November	December	YTD Totals

# REPORT A ACTIVITY OF ALL CIVIL CASES DURING THE MONTH OF MAY 2006 IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2006	END PENDING 2005
Adoption	30	AD	10	О	8	32	31
Arbitration	288	AR	58	6	39	313	253
Chancery	247	СН	35	. 0	37	245	191
Dissolution of Marriage	395	D	52	. 0	30	417	469
Eminent Domain	3	ED	0	. 0	0	3	8
Family	268	Ė	44	. 0	.32	280	228
Law => \$50,000 - Jury	285	L	12	0	5	292	294
Law = > \$50,000 - Non-Jury	. 168	L	5	0	3	170	142
Law = < \$50,000 - Jury	0	LM	0	0	0	. 0	5
Law = < \$50,000 - Non-Jury	173	LM	90	1	88	176	95
Municipal Corporation	0	MC	0	0	0	0	1
Mental Health	6	МН	14	0	10	10	12
Miscellaneous Remedy	134	MR	27	0	20	141	131
Order of Protection	21	ОР	17	. 0	. 25	13	17
Probate	1,048	Р	23	0	22	1,049	1,063
Small Claim	694	SC -	195	12	276	625	405
Тах	6	TX	0	0	0	6	5
TOTAL CIVIL	3,766		582	19	595	3,772	3,350

# REPORT B ACTIVITY OF ALL CRIMINAL CASES DURING THE MONTH OF MAY 2006 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2006	END PENDING 2005
CONTEMPT OF COURT	1	C.C.	0	0	0	0	1	3
CRIMINAL FELONY	884	CF	101	101	. 1	95	. 891	868
CRIMINAL MISDEMEANOR	867	CM	174	174	0	188	853	1,061
TOTAL CRIMINAL	1,752		275	275	1	283	1,745	1,932

# REPORT C ACTIVITY OF ALL JUVENILE CASES DURING THE MONTH OF MAY 2006 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2006	END PENDING 2005
JUVENILE	15	J	. 0	. 0	0	1	14	22
JUVENILE ABUSE & NEGLECT	321	JA	19	19	0	8	332	301
JUVENILE DELINQUENT	115	JD	16	16	6	25	112	105
TOTAL JUVENILE	451		35	35	6	34	458	428

# REPORT D ACTIVITY OF ALL OF ALL DUI/TRAFFIC/CONSERVATON/ORDINANCE CASES DURING THE MONTH OF MAY 2006 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2006	END PENDING 2005
CONSERVATION VIOLATION	28	CV	26	0	13	41	17
DRIVING UNDER THE INFLUENCE	485	DT	85	0	88	482	457
ORDINANCE VIOLATION	862	ov	237	0	199	900	781
TRAFFIC VIOLATION	17,049	TR	4,502	19	3,949	17,621	14,603
TOTALS:	18,424		4,850	19	4,249	19,044	15,858

### REPORT NO. E TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT IN ALL CATEGORIES

McLEAN COUNTY

### DURING THE MONTH MAY OF 2006 IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT

CASE NUMBER	FILING DATE	DATE OF VERDICT
03 L 202	12/17/03	05/09/06
05 CF 1089	11/08/05	05/09/06
06 CF 358	04/07/06	05/09/06
05 DT 731	10/31/05	05/09/06
05 CM 2402	12/30/05	05/10/06
05 CF 1130	11/21/05	05/11/06
05 CF 831	08/22/05	05/11/06
05 TR 17196	07/21/05	05/11/06
05 CF 791	08/15/06	05/17/06
		·
·		

# DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES (1) DURING THE MONTH OF MAY 2006 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT McLEAN COUNTY REPORT F

TOTAL DEFENDANTS DISPOSED OF			95	
	JURY TRIAL		ဇ	
CONVICTED	BENCH		ဇ	
	GUILTY PLEA		09	
·	АСОИТТЕР ВУ	JURY TRIAL	0	
	ACQUIT	BENCH TRIAL	3	
	ОТНЕВ(2)	*1		
NOT CONVICTED	DISMISSED	0		
NOT	REDUCED TO MISDEMEANOR		10	
	S.O.L.		0	
	NOLLE		15	65

<sup>(1)</sup> NOT NECESSARILY DIFFERENT DEFENDANTS
(2) INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT CALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

<sup>\*</sup> Conditional Discharge

REPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES (1)
THROUGH THE MONTH OF MAY 2006
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
MCLEAN COUNTY

(1) NOT NECESSARILY DIFFERENT DEFENDANTS (2) INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT CALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

# REPORT G SENTENCE OF DEFENDANTS CHARGED WITH FELONIES DURING THE MONTH OF MAY 2006 IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT McLEAN COUNTY

TOTAL NUMBER OF DEFENDANTS CONVICTED OF FELONIES BY GUILTY PLEA, BENCH TRIAL AND JURY TRIAL (FROM REPORT F). THIS TOTAL MUST EQUAL THE NUMBER OF FELONY SENTENCES ON THE FELONY SENTENCE TABLE BELOW.

TOTAL NUMBER OF CONVICTED FELONIES: 66 (FROM REPORT F)

### **FELONY SENTENCE TABLE**

	CLASS M	CLASS X	CLASS 1	CLASS 2	CLASS 3	CLASS 4	TOTALS
1. DEATH	0	. 0	0	0	. 0	0	. 0
2. LIFE	0	0	0	0	0	. 0	0
3. IDOC	1	. 2	3	8	. 6	10	30
4. PROBATION	0	О	1	3	5	24	33
5. OTHER	0	0	0	0	1	*2	3
TOTALS:	1	2	4	11	12	36	66

<sup>\*</sup> Conditional Discharge

# REPORT H ORDERS OF PROTECTION ISSUED DURING THE MONTH OF MAY 2006 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT McLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	11	0	. 0
FAMILY (OP)	11	0	8
CRIMINAL	7	0	2
TOTAL:	19	0	10